

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF OREGON

LISA MCFALLS, MICHAEL MCFALLS,)
FRED WOODRING, and COMMUNITY)
ACTION RESOURCE ENTERPRISES,)
INC.,)

Plaintiffs,)

Case No. 3:16-cv-2116-SI

v.)

THOMAS J. VILSACK, Secretary)
of the Department of)
Agriculture, et al.,)

May 10, 2022

Defendants.)

Portland, Oregon

Motion Hearing

(By Videoconference)

TRANSCRIPT OF PROCEEDINGS

BEFORE THE HONORABLE MICHAEL H. SIMON

UNITED STATES DISTRICT COURT JUDGE

APPEARANCES

FOR THE PLAINTIFFS: Mr. Gideon A. Anders
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1 (P R O C E E D I N G S)

2 (May 10, 2022; 3:01 p.m.)

3 * * * * *

4 THE COURT: Good afternoon, everyone. This is Judge
5 Simon. We are here in the case of Lisa McFalls, et al. versus
6 Secretary Thomas J. Vilsack, et al., Case No. 3:16-cv-2116. We
7 are here for argument on defendants' motion to dismiss, Docket
8 128.

9 And I'll invite first counsel for plaintiffs to enter
10 your appearance by video.

11 MR. ANDERS: Judge Simon, my apologies, but for some
12 reason my video is not showing up.

13 THE COURT: All right. Well, that sounds like
14 Mr. Anders. Am I correct, sir?

15 MR. ANDERS: It is Mr. Anders, yes, sir.

16 THE COURT: Okay. You can either try to reconnect or
17 we'll just hear you by audio, whatever you prefer.

18 MR. ANDERS: Well, I wouldn't mind being seen, but I
19 don't know --

20 THE COURT: If you want, I'll be glad to wait if you
21 want to disconnect and try connecting back in if you wish.
22 That's fine with me. I think it's better to be heard and not
23 seen than seen and not heard, but let's give it a try for both.

24 (There is a pause in the proceedings.)

25 THE COURT: Mr. Anders.

1 MR. ANDERS: Yes.

2 THE COURT: We can hear you but we do not see you,
3 and I cannot explain why.

4 MR. ANDERS: Well, neither can I, unfortunately.

5 THE COURT: I think this is the best we can do right
6 now.

7 MR. ANDERS: Okay. My apologies because I'm going to
8 be arguing, so --

9 THE COURT: That's fine. No apology needed.

10 So we have Gideon Anders representing plaintiffs.

11 Is anyone else -- Michael, do you want to enter your
12 appearance?

13 MR. PIJANOWSKI: Yes, Your Honor. Michael Pijanowski
14 for plaintiffs.

15 THE COURT: Good afternoon to you as well.

16 Mr. Johnson, do you want to enter your appearance?

17 MR. JOHNSON: Yes. Ed Johnson, also for plaintiffs,
18 Your Honor.

19 THE COURT: Appearing for defendant, Mr. Martin.
20 Would you enter your appearance. And you are woefully
21 outnumbered.

22 MR. MARTIN: Yes. I'll have to fight a little
23 harder, Judge. I'm joined here on the telephone with my
24 colleague, Assistant U.S. Attorney Josh Keller.

25 THE COURT: All right. Good afternoon, Mr. Martin

1 and Mr. Keller.

2 As you all know, I previously sent a tentative
3 opinion and order to all counsel. You're welcome to argue
4 whatever you wish. I think since the tentative opinion leans
5 towards granting the motion, I think it's most efficient for me
6 to turn to plaintiffs' counsel first to tell me have I
7 misunderstood any of the factual material stated in my
8 tentative opinion and order? Have I misunderstood any of the
9 legal material that I've relied upon? And welcome to make any
10 other arguments you wish, and both sides obviously are welcome
11 to tell me if there's been any changed circumstances since the
12 time that I sent my tentative order.

13 So, Mr. Anders, the floor is yours.

14 MR. ANDERS: Thank you, Judge Simon. I really
15 appreciate your granting us this hearing.

16 Before going to the substantive issues relating to
17 the tentative opinion, I'd like to make clear for purposes of
18 this argument, we concede that the individual plaintiffs'
19 claims are moot. However, we believe that CARE, an
20 organization serving the housing needs of people living and
21 wanting to live in Tillamook County, is entitled to continue to
22 argue for both the declaratory and injunctive relief that it
23 sought when this case was filed, specifically that the
24 regulations and policies that the agency is using to evaluate
25 prepayments and operate the voucher program are contrary to law

1 and that the agency should be enjoined from relying on them in
2 the future.

3 CARE's primary issue with respect to the tentative
4 opinion is that it ignores and contradicts the Court's February
5 2018 decision with respect to the continued applicability and
6 scope of the voluntary cessation exception and thereby
7 erroneously justifies limiting the relief available to CARE.
8 The key statement in the tentative opinion asserts that the
9 voluntary cessation -- voluntary cessation exception no longer
10 applies because, "Defendants have not merely ceased the
11 challenged conduct. Instead, the plaintiffs' claims are moot
12 because a nonparty has purchased Golden Eagle and assumed the
13 Section 515 loan."

14 This statement is simply wrong. Moreover, contrary
15 to the tentative opinion, if the voluntary cessation exception
16 applies, CARE should not have to file a new lawsuit should
17 another prepayment be filed in Tillamook County.

18 Since the beginning of this case, there have been two
19 forms of conduct that the plaintiffs have challenged. First,
20 the agency's reliance on the regulations that are contrary to
21 ELIHPA in determining an owner's eligibility to prepay a loan;
22 and second, its operation of the voucher program in an
23 arbitrary and capricious manner. In both cases, the plaintiffs
24 ask for declaratory relief that the conduct was illegal and an
25 injunction preventing its recurrence.

1 After the defendants voluntarily withdrew their
2 initial decision and decided that the GE loan could not be
3 prepaid until the property was offered for sale, the defendants
4 filed a motion to dismiss, claiming that under the ordinary
5 standard for assessing mootness, the plaintiffs' claims were
6 moot. The plaintiffs and ultimately the Court disagreed
7 because the case fell within the voluntary cessation exception
8 to mootness, and that under that exception, the case was not
9 moot.

10 In reaching the decision, the Court undertook a
11 lengthy discussion of the origins and purpose of the exception,
12 focusing on the Supreme Court's *Laidlaw* decision, which held
13 that the mere cessation of allegedly illegal conduct does not
14 moot a case, because if it did, the defendants in the case
15 would be free to return to its old ways. *Laidlaw* decided that
16 under the voluntary cessation exception, it is assumed that the
17 case is moot if the ordinary standard for determining mootness
18 is used. Critically, the voluntary cessation exception shifts
19 the burden -- consistently described as a heavy burden -- to
20 the defendants to show that it is absolutely clear that the
21 defendants' alleged behavior could not reasonably be expected
22 to recur.

23 In reaching the conclusion that the RD defendants did
24 not meet this burden, the Court pointed out several times that
25 the mere cessation of illegal conduct was not sufficient to

1 meet the defendants' burden because the same regulations and
2 procedures are still in place, and the allegedly wrongful
3 behavior can reasonably be expected to recur. For example, in
4 reaching the decision that the defendants did not meet their
5 heavy burden of showing that the challenged action will not
6 recur, the Court cited and relied on plaintiffs' argument that
7 "If RD does not change its allegedly improper regulations or
8 start using proper prepayment standards of review, RD will
9 continue to violate ELIHPA, which will continue to frustrate
10 CARE's mission and increase CARE's financial and personnel
11 burdens in Tillamook County. CARE will have to spend more time
12 assisting its clients in finding affordable housing,
13 challenging RD's illegal acceptance of prepayment requests, and
14 providing additional financial assistance. Additionally, at
15 oral argument counsel for CARE confirmed that CARE would
16 continue to file lawsuits in the future if additional
17 properties received prepayment approval."

18 Thus CARE met the requirements for invoking the
19 voluntary cessation exception.

20 Notably the Court, relying on the Ninth Circuit
21 opinion in *Rosemere*, specifically found that the defendants'
22 burden is not met just because no other prepayment application
23 is currently pending in Tillamook. The Court stated that it is
24 not an insurmountable hurdle or extremely unlikely that a
25 property in Tillamook County will seek repayment in the future

1 and CARE will challenge RD's process for considering such a
2 repayment.

3 The Court's earlier opinion notwithstanding, the
4 tentative opinion now states that the defendants have ceased to
5 challenge conduct and that CARE's case is moot because GE has
6 been sold and its loan assumed by a third party, namely
7 Northwest Coastal.

8 This is simply not true. There is no evidence to
9 support the statement that the defendants have ceased to
10 challenge conduct. The same regulations and policies that were
11 in place in 2016 and 2018 continue to exist, and RD has made no
12 statement whatsoever that it plans to change its conduct in the
13 future. To the contrary, once this case is dismissed, it is
14 not merely free but is required to rely on the challenged
15 regulations and practices and revert to its old conduct.

16 The fact that GE was preserved and sold to Northwest
17 Coastal also does not show any change in the defendants'
18 position. First, plaintiffs did not and could not have brought
19 an action to force a sale and to preserve GE. There is no
20 statute or regulation that authorizes such a claim. All the
21 plaintiffs sought was for RD to properly determine whether the
22 prepayment should be approved. If CARE could not force the
23 preservation of GE, its sale and preservation are not evidence
24 that the agency has ceased the illegal activity.

25 Second, the sale and preservation of GE are actions

1 directly derivative of the agency's decision to voluntarily
2 withdraw its earlier prepayment decision. There are not
3 subsequent factual development -- developments that moot
4 plaintiffs' earlier claims that the case is not moot. All the
5 agency actions made after the agency withdrew its earlier
6 decision were ministerial, made by third parties or were
7 required by statute. The decision to make and accept the
8 purchase offer were outside the agency's control. The decision
9 where the Northwest Coastal was a nonprofit eligible to
10 purchase GE was ministerial. The agency's decision to increase
11 the number of units that GE assisted by rental assistance, its
12 decision to allow Northwest Coastal to assume the outstanding
13 loan, and the agency's decision to provide Northwest Coastal
14 with financing to buy out the owner were all decisions that the
15 agency was required by statute to take, 42 U.S.C. Section
16 1472(c) (5) (C). Thus, they were derivative of the initial
17 agency withdrawal of its prepayment decision and do not reflect
18 any change in the agency's position.

19 It follows that the tentative opinion's statement
20 that the voluntary cessation exception no longer applies to the
21 case, that only GE is at issue in this case, and that CARE is
22 not entitled to further relief because it does not challenge
23 any other prepayment pending in Tillamook County are all wrong.
24 The voluntary cessation exception is intended to prevent RD
25 from approving future prepayments using the challenged

1 regulations, and as the Court previously decided, CARE does not
2 have to show that other prepayments are pending because it
3 improperly shifts the burden from the defendants to the
4 plaintiff.

5 In short, the tentative opinion has failed to
6 properly conclude that the defendants have not met their burden
7 of showing that the challenged conduct will not recur. It is
8 for these reasons that CARE asks that the Court deny the
9 defendants' motion to dismiss and allow the plaintiffs to
10 proceed to file a motion for summary judgment on their
11 remaining claims.

12 Thank you.

13 THE COURT: Thank you, Mr. Anders.

14 I think I have a question for you, but I first want
15 to hear from Mr. Martin, and then I'll come back to you,
16 probably with my question, and of course give you an
17 opportunity to respond to whatever Mr. Martin says.

18 Mr. Martin.

19 MR. MARTIN: Thank you, Your Honor.

20 We think that your tentative opinion and order is
21 accurate and well-founded. We don't think there have been any
22 new circumstances since you shared that tentative ruling with
23 the parties.

24 Judge, it's agreed by all that this is an as-applied
25 challenge to the USDA's decision making with regard to the

1 Golden Eagle II apartment complex. It doesn't relate to other
2 properties. That's not a disputed matter.

3 But where we differ sharply with Mr. Anders'
4 perspective is we believe -- and we believe the Court
5 recognizes this -- that circumstances have changed
6 fundamentally and dramatically with the fact that this is no
7 longer a scenario with a private owner seeking prepayment with
8 Golden Eagle II, but that in fact a new nonprofit owner has
9 agreed to enter new financing, and most importantly remain
10 bound by Section 515 of the Housing Act for the next -- well, I
11 should say until late 2051. Even if there's a title transfer,
12 this project is protected to late 2051.

13 It's much more than just USDA changing its mind about
14 a civil rights impact analysis with the prior owner, Judge.
15 That's where it's a different set of circumstances than when
16 the Court looked at it in 2018, in denying that motion to
17 dismiss. Now, Judge, in many ways this is really out of the
18 government's hands. You know, we have Northwest Coastal
19 Housing that has agreed to a restrictive use covenant, agreed
20 to new financing, and put everybody in the world on notice that
21 the protections that are in place are going to remain in place.
22 There's no evidence that Northwest Coastal Housing has any
23 interest in prepayment, having just in fact entered new
24 financing just about four months ago.

25 We don't think there's any type of scenario that's

1 live with regard to this project, as applied to this project,
2 Judge. USDA entered this agreement. Northwest Coastal Housing
3 has agreed to use restrictions and to the Housing Act
4 protections for the tenants until late 2051. There's almost --
5 there's very little the government can do at this point because
6 so much of this is now with a new owner and doesn't involve
7 anything like the scenarios we had when it was with the
8 previous owner.

9 I would also add, Judge, that Mr. Anders' point
10 about, well, what if somebody else -- what if another housing
11 complex applies for prepayment? Judge, that's just -- we don't
12 know if or when another project in Tillamook County or
13 somewhere else might be interested in prepayment. That's
14 simply an unknown and doesn't relate to this as-applied
15 challenge in this case.

16 And, you know, as you pointed out in your tentative
17 opinion and order, that's going to be a new set of facts and a
18 new set of circumstances if and when another project somewhere
19 else enters this type of prepayment potential scenario, and the
20 facts then might warrant filing a complaint by an interested
21 party, but what might happen in the future somewhere else can't
22 keep this case alive, Judge.

23 So we would ask that you grant the motion to dismiss.
24 We recognize that would be a dismissal without prejudice, but
25 we don't think that there's anything live in the case at this

1 juncture, that it's awfully abstract, awfully academic, and
2 let's let this project be managed by Northwest Coastal Housing
3 without litigation on the sides of what should be a good
4 outcome of everybody involved.

5 THE COURT: Thank you, Mr. Martin.

6 Let me ask you a follow-up Mr. Martin. You say that
7 it's undisputed between the parties here that plaintiffs are
8 bringing an as-applied challenge relating to the Golden Eagle
9 property. Let's accept that.

10 If they wanted to bring a facial challenge to the
11 general practices and procedures of Rural Development, how
12 could they do that, and in what court would it be proper?

13 MR. MARTIN: That's an interesting question, Judge.
14 I think a challenge to general practices and procedures, I
15 mean, I do have to say that that sets off a bit of an alarm
16 bell in my mind that, you know, given the Administrative
17 Procedure Act being a limited waiver of sovereign immunity,
18 that generally a challenge would have to be tethered to an
19 action, to a final decision that has legal ramifications. So I
20 want to make that point that you would need to find some sort
21 of decision, right, a final agency decision rather than just a
22 generalized challenge aimed at a general policy or aimed at
23 general administration of a program, but I would -- but I would
24 take it back to the APA, Judge. I think that that is probably,
25 I'd say, the leading candidate for the type of challenge. And

1 I believe it would be within the jurisdiction of the U.S.
2 District Court as well, just like this case was brought under
3 the APA.

4 I don't know if that answers your question.

5 THE COURT: Now, a final agency action, that would be
6 the adoption, you know, of a final rule -- right? -- if they
7 wanted to challenge the adoption of a final rule?

8 MR. MARTIN: Right. If there were a final rule, if
9 it's a facial challenge, there would be an applicable statute
10 of limitations, of course, if this were not an as-applied
11 challenge.

12 THE COURT: Thank you, Mr. Martin.

13 Let me go back to you, Mr. Anders. I do have a
14 question to you, and then you're welcome to respond to anything
15 Mr. Martin said.

16 First question is do you agree with Mr. Martin's
17 comment that all parties agree here that this is an as-applied
18 challenge relating to the Golden Eagle property?

19 MR. ANDERS: I agree insofar as the difference is
20 whether or not -- it is an as-applied challenge, but what it
21 means is that the statutory -- that the statute of limitation
22 for a facial challenge has lapsed, that the only way that this
23 case can go forward is by an as-applied -- by the decision as
24 applied in this case to GE. It does not, however, relieve the
25 federal government from having to change its regulations

1 because they have misapplied it in the case of CARE. So the
2 fact that it is an as-applied challenge simply deals with the
3 statute of limitations issue. It does not deal with the relief
4 that CARE is entitled to receive. And that's clearly what the
5 voluntary cessation exception says. It's supposed to stop the
6 agency from continuing to practice -- take illegal actions as
7 it has before.

8 THE COURT: Thank you.

9 Now, this is back to the original question that was
10 bothering me. If this is an as-applied challenge relating to
11 the Golden Eagle or GE property, and if based upon the events
12 involving Northwest Coastal Housing, I believe that that
13 dispute is now moot. I'm hearing what you're saying, and I saw
14 this in your papers and I'm hearing it in your argument that
15 there may be other properties in Tillamook County or elsewhere
16 where you object to the way Rural Development is likely to
17 handle things, based upon their past practices. But that
18 strikes me, because it's unrelated and untethered to the Golden
19 Eagle property, that strikes me as essentially asking the Court
20 for an advisory opinion regarding how Rural Development has
21 been handling things and how they're likely to handle things
22 for other properties in the future.

23 What am I misunderstanding here?

24 MR. ANDERS: The basic assumption in this case, and
25 the basic situation where the voluntary cessation exception

1 applies, it assumes that the underlying case is moot, and
2 that's what the Court decided in February 8th of 2018. It held
3 and assumed that the case was moot with respect to GE. But the
4 voluntary cessation exception is designed specifically to allow
5 a party to continue to challenge the practices of the agency,
6 because otherwise the agency could revert to using the same
7 practices over and over again without a challenge.

8 THE COURT: No, but that's with respect to the
9 underlying issue or party. I understand what you're saying,
10 and the reason why I previously rejected mootness, applying
11 the -- and rejected voluntary cessation as creating mootness
12 was simply because that was a decision by Rural Development.

13 Here we have something totally different. Here we
14 now have Northwest Coastal Housing having signed a new
15 agreement to deal with Golden Eagle. We're not going to have a
16 problem with Golden Eagle -- at least if we do, it's purely
17 speculative we might have a problem with Golden Eagle. What I
18 hear you saying is, fine, Golden Eagle may be involved. But
19 there may be other low-income housing projects that Rural
20 Development will handle the same way as you complained about
21 the way they originally handled Golden Eagle.

22 That doesn't strike me as a voluntary cessation
23 problem. That strikes me as now trying to create your same
24 challenge but to other properties, but since there's none at
25 issue, that's what strikes me as an advisory opinion. So it's

1 not purely a situation dealing with Rural Development, the
2 agency saying, fine, we won't do it that way, and therefore the
3 case is moot. That's not why this case became moot. The case
4 became moot because Northwest Coastal Housing bought the
5 property and took over the loan.

6 Am I misunderstanding something?

7 MR. ANDERS: Let me see if I can make my point. In
8 your earlier decision, you clear -- you made it clear that the
9 previous time that the government filed a motion to dismiss,
10 the case was not moot because the case was within the voluntary
11 cessation exception.

12 THE COURT: Correct.

13 MR. ANDERS: And at that point in time you clearly
14 pointed out that CARE is concerned about future prepayments,
15 not the prepayment of GE, but future payments of other
16 properties.

17 THE COURT: If I said that, I might have spoken too
18 broadly. I really think that if CARE would be concerned about
19 future problems with Golden Eagle, that would make sense. I
20 think if I said that about other properties not involving
21 Golden Eagle, I may have misapplied voluntary cessation.

22 MR. ANDERS: I don't believe that you have, Your
23 Honor, and I'd be more than pleased to, you know, provide
24 you -- I don't have the cases in front of me to suggest that
25 your decision at that point was perfectly fine and perfectly

1 correct, I just think that, you know, CARE being an independent
2 third party which is concerned about the housing rights of
3 people who are living in Tillamook County, is entitled to
4 challenge the practices of the agency without having continued
5 to challenge essentially whether GE is going to be prepaid
6 again or not.

7 THE COURT: Well, let me ask you this. Let's suppose
8 this case goes away. Let's say I just dismiss it without
9 prejudice and you choose not to appeal.

10 By the way, I'll make a comment on appeal in a
11 moment.

12 So assuming this case goes away, CARE still has its
13 concerns about the way Rural Development handles these types of
14 situations. I get that. Can CARE bring a new lawsuit against
15 Rural Development, and what would that look like? It wouldn't
16 relate to Golden Eagle because I think the Golden Eagle problem
17 is solved, or if it's not, the matter would be speculative to
18 say it's not.

19 So could they say, based upon the way Rural
20 Development has handled these situations in the past, CARE is
21 still concerned going forward, and they want both declaratory
22 and injunctive relief?

23 Now, would that be an as-applied challenge? I don't
24 think so. Would that be a facial challenge to the regulations?
25 If so, it might walk into the statute of limitations problem.

1 So what would it be? And I would think that if CARE filed that
2 type of new lawsuit, the defendants would simply move to
3 dismiss it as essentially asking for an advisory opinion.

4 What would be the response of CARE and how would that
5 case be any different from our current case?

6 MR. ANDERS: Well, it wouldn't be any different. It
7 would be identical to this case if another property in
8 Tillamook County sought to prepay.

9 THE COURT: No, I agree. My question is what if
10 another property didn't seek to prepay. Could you as CARE just
11 bring a case that says, hey, there may be in the future another
12 property that seeks to prepay, we want to clarify now that
13 Rural Development can't do it the way it's previously been
14 doing things, and therefore we want declaratory and injunctive
15 relief, even if you're not talking about any specific property,
16 just simply arguing this could again happen in the future.
17 Could you bring that sort of case? Because my instinct is that
18 I don't think so.

19 MR. ANDERS: I don't think so either, Your Honor, and
20 that's precisely what the voluntary cessation exception was
21 intended to avoid, having to bring a case where you do not have
22 actions on the part of the defendant which violate the law, and
23 allowing them to repeat.

24 I'm in fact -- I've been involved now in two, and
25 potentially three cases where the agency has in each instance

1 chosen to settle the case before there was any decision on the
2 merits, and the plaintiffs in those cases have not been able to
3 challenge the fundamental practice of the agency which is
4 illegal. And that's what I believe the voluntary cessation
5 exception was intended to remedy.

6 THE COURT: I'm going to take this under advisement,
7 but I've got to tell you I still am very skeptical. On the
8 other hand, I think it would be very, very helpful to have
9 appellate clarification on the scope of the voluntary cessation
10 doctrine. So although no litigant should ever have to worry
11 how a trial judge would feel if they appeal them, I'm giving
12 you blanket assurance right now, I will not be insulted if you
13 appeal this and it turns out that you're right. I'd love to
14 get this case back with a clearer articulation of when
15 voluntary cessation does and doesn't apply from the Ninth
16 Circuit, but I think there's a difference in situation between
17 what we have now with Northwest Coastal and what we had back in
18 2018. But if I'm wrong, I'm not going to complain about being
19 reversed on this one.

20 I'll think about it a little bit more, but that's the
21 direction that I'm leaning. Mr. Anders, I do appreciate your
22 argument. I appreciate the care in which you're
23 representing -- that's a strange way of saying it. The care in
24 which you're representing CARE, I respect.

25 And Mr. Martin, I appreciate your arguments.

1 I will take it under advisement, but I think I'll try
2 to get the decision out relatively soon, especially if I'm
3 going in the direction that I tentatively articulated.

4 So thank you all very much.

5 MR. ANDERS: Would you like us to submit some case
6 law?

7 THE COURT: Is there really a case that you think is
8 squarely on point here that you've not previously cited? And
9 by the way, if there is, I will complain that you haven't
10 previously cited it. But is there some case that's really on
11 point? And if so, why didn't you previously cite it?

12 MR. ANDERS: Well, because I -- we thought that
13 because of the voluntary cessation exception was applied in the
14 first instance and continued to apply, we didn't have to go out
15 of your previous opinion.

16 THE COURT: I do think, as I put in the tentative
17 opinion, I think this is a different situation than we had in
18 2018. I think this is probably best served for the Ninth
19 Circuit. But I'll give it a little bit more thought.

20 But thank you both, and the motion to dismiss is
21 taken under advisement. Thank you all and have a good day.

22 MR. PIJANOWSKI: Thank you, Your Honor.

23 (Proceedings concluded at 3:33 p.m.)
24
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--o0o--

I certify, by signing below, that the foregoing is a correct transcript of the record of proceedings in the above-entitled cause. A transcript without an original signature or conformed signature is not certified.

/s/Bonita J. Shumway

June 9, 2022

BONITA J. SHUMWAY, CSR, RMR, CRR
Official Court Reporter

DATE

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